

BOARD BILL # 281

INTRODUCED BY ALDERWOMAN PHYLLIS YOUNG

1 An Ordinance amending Ordinance Nos. 65978 and 67242; authorizing the execution of a
2 Second Amendment to Redevelopment Agreement by and between the City and City Hospital
3 Development, L.L.C.; prescribing the form and details of said amendment; making certain
4 findings with respect thereto; authorizing other matters with respect thereto, and containing a
5 severability clause.

6 **WHEREAS**, The City of St. Louis, Missouri (the “City”), is a body corporate and a
7 political subdivision of the State of Missouri, duly created, organized and existing under and by
8 virtue of its charter, the Constitution and laws of the State of Missouri; and

9 **WHEREAS**, on July 23, 2003, the Board of Aldermen of the City adopted (a) Ordinance
10 No. 65977 (i) approving the City Hospital TIF Redevelopment Plan (as amended, the
11 “Redevelopment Plan”), (ii) designating the redevelopment area described therein (the
12 “Redevelopment Area”) as a “redevelopment area” as defined in Section 99.805, RSMo., (iii)
13 approving a redevelopment project for the portion of the Redevelopment Area described in the
14 Redevelopment Plan as “RPA 1” (the “RPA 1 Redevelopment Project”) and (iv) adopting tax
15 increment financing within RPA 1 and (b) Ordinance No 65978 approving a redevelopment
16 agreement related to the RPA 1 Redevelopment Project, which redevelopment agreement was
17 executed by the City and City Hospital Development, L.L.C. (the “Developer”) as of July 27,
18 2006 (the “Original Redevelopment Agreement”); and

19 **WHEREAS**, on July 29, 2003, the Board of Aldermen of the City adopted Ordinance
20 No. 66007 authorizing the issuance of not to exceed \$4,000,000 plus issuance costs principal
21 amount of tax increment revenue notes associated with the RPA 1 Redevelopment Project (the
22 “Note Ordinance”); and

1 **WHEREAS**, on July 21, 2006, the Board of Aldermen of the City adopted Ordinance
2 No. 67242 approving an amendment to the Original Redevelopment Agreement, which was
3 executed by the City and the Developer as of September 21, 2006 (together with the Original
4 Redevelopment Agreement, the “Redevelopment Agreement”); and

5 **WHEREAS**, pursuant to the Note Ordinance, the City has issued its Tax-Exempt Tax
6 Increment Revenue Note (City Hospital RPA1 Project), Series 2007 in the original principal
7 amount of \$2,535,000 (the “Series 2007 Note”) and its Tax-Exempt Tax Increment Revenue
8 Note (City Hospital RPA1 Project), Series 2009 in the original principal amount of \$400,000 (the
9 “Series 2009 Note” and collectively with the Series 2007 Note, the “TIF Notes”), which are
10 payable on a parity basis from tax increment revenues generated in RPA 1; and

11 **WHEREAS**, Section 7.3.3 of the Redevelopment Agreement requires that prior to the
12 sale of land within RPA 1 to tax-exempt entities such entities shall be required to agree not to
13 apply for an exemption from payment of ad valorem property taxes; and

14 **WHEREAS**, A.T. Still University of Health Sciences (the “University”) is a tax-exempt
15 entity that has acquired certain real property within RPA 1 to develop a teaching dental clinic,
16 and the University desires to apply to the City for an exemption from payment of ad valorem
17 property taxes; and

18 **WHEREAS**, the University desires for the restriction in Section 7.3.3 of the
19 Redevelopment Agreement to be waived by the Developer and the City (subject to the consent of
20 the owners of the TIF Notes) as a condition to development of the proposed teaching dental
21 clinic within RPA 1; and

1 **WHEREAS**, of the \$4,000,000 of tax increment revenue notes authorized to be issued
2 pursuant to Ordinance No. 66007, \$2,935,000 has been issued in the form of the TIF Notes, and
3 up to \$1,065,000 of tax increment revenue notes may still be issued; and

4 **WHEREAS**, pursuant to Ordinance _____, the City has authorized the issuance
5 of those certain Tax Increment Revenue Notes (City Hospital RPA1 Project), Series 20__- B,
6 (the “Subordinate TIF Notes”), to provide funds for the aforesaid purpose, said Subordinate TIF
7 Notes to be payable on a subordinate basis to the TIF Notes from tax increment revenues
8 generated in RPA 1; and

9 **WHEREAS**, the Developer and the City desire to approve and execute a second
10 amendment to the Redevelopment Agreement (the “Second Amendment”) to address the
11 development of the proposed teaching dental clinic within RPA 1 and the issuance of the
12 Subordinate TIF Notes; and

13 **WHEREAS**, it is hereby found and determined that the terms of the Second Amendment
14 attached as Exhibit A hereto and incorporated herein by reference are acceptable and that the
15 execution, delivery and performance by the City, the Developer and the University of the
16 attached Second Amendment is necessary and desirable and in the best interests of the City and
17 the health, safety, morals and welfare of its residents, and in accord with the public purposes
18 specified in the TIF Act; and

19 **WHEREAS**, it is hereby found and determined that it is necessary and advisable and in
20 the best interest of the City and the holders of the TIF Notes to permit the issuance of the
21 Subordinate TIF Notes to the University on the terms and conditions provided in this Ordinance
22 and in the Second Amendment.

1 **BE IT ORDAINED BY THE CITY OF ST. LOUIS AS FOLLOWS:**

2 **SECTION ONE.** The Board of Aldermen finds and determines that it is necessary and
3 desirable to enter into the Second Amendment with the Developer and the University in order to
4 enable the Developer and the University to carry out their proposal for development within RPA
5 1.

6 **SECTION TWO.** The Board of Aldermen hereby approves, and the Mayor and
7 Comptroller of the City are hereby authorized and directed to execute, on behalf of the City, the
8 Second Amendment by and between the City, the Developer and the University attached hereto
9 as Exhibit A, and the City Register is hereby authorized and directed to attest to the Second
10 Amendment and to affix the seal of the City thereto. The Second Amendment shall be in
11 substantially the form attached, with such changes therein as shall be approved by said Mayor
12 and Comptroller executing the same and as may be consistent with the intent of this Ordinance
13 and necessary and appropriate in order to carry out the matters herein authorized.

14 **SECTION THREE.** The Mayor and Comptroller of the City or their designated
15 representatives are hereby authorized and directed to take any and all actions, and to execute and
16 deliver for and on behalf of the City any and all additional certificates, documents, agreements or
17 other instruments, as may be necessary and appropriate in order to carry out the matters herein
18 authorized, with no such further action of the Board of Aldermen necessary to authorize such
19 action by the Mayor and the Comptroller or their designated representatives.

20 **SECTION FOUR.** The Mayor and the Comptroller or their designated representatives,
21 with the advice and concurrence of the City Counselor and after approval by the Board of
22 Estimate and Apportionment, are hereby further authorized and directed to make any changes to
23 the documents, agreements and instruments approved and authorized by this Ordinance as may

1 be consistent with the intent of this Ordinance and necessary and appropriate in order to carry out
2 the matters herein authorized, with no such further action of the Board of Aldermen necessary to
3 authorize such changes by the Mayor and the Comptroller or their designated representatives.

4 **SECTION FIVE.** It is hereby declared to be the intention of the Board of Aldermen that
5 each and every part, section and subsection of this Ordinance shall be separate and severable
6 from each and every other part, section and subsection hereof and that the Board of Aldermen
7 intends to adopt each said part, section and subsection separately and independently of any other
8 part, section and subsection. In the event that any part, section or subsection of this Ordinance
9 shall be determined to be or to have been unlawful or unconstitutional, the remaining parts,
10 sections and subsections shall be and remain in full force and effect, unless the court making
11 such finding shall determine that the valid portions standing alone are incomplete and are
12 incapable of being executed in accord with the legislative intent.

13 **SECTION SIX.** After adoption of this Ordinance by the Board of Aldermen, this
14 Ordinance shall become effective on the 30th day after its approval by the Mayor or adoption
15 over his veto.

EXHIBIT A

Form of Second Amendment to Redevelopment Agreement

Space Above for Recorder's Use Only

DOCUMENT COVER SHEET

TITLE OF DOCUMENT: **Second Amendment to Redevelopment Agreement**

DATE OF DOCUMENT: _____, 20__

GRANTOR(S): **CITY OF ST. LOUIS**
1200 Market Street
St. Louis, MO 63103

GRANTEE(S): **CITY HOSPITAL DEVELOPMENT, L.L.C.**
1935 Park Avenue
St. Louis, MO 63104

A.T. STILL UNIVERSITY OF HEALTH SCIENCES
800 W. Jefferson St.
Kirksville, MO 63501

LEGAL DESCRIPTIONS: See Exhibit A

REF. BOOK & PAGE: Book 11272006, Page 0033

This cover page is attached solely for the purpose of complying with the requirements stated in §§59.310.2; 59.313.2 RSMo of the Missouri Recording Act. The information provided on this cover page shall not be construed as either modifying or supplementing the substantive provisions of the attached instrument. In the event of a conflict between the provisions of the attached instrument and the provisions of this cover page, the attached instrument shall prevail and control.

Upon recording, please return original to:
Husch Blackwell LLP
190 Carondelet Plaza, Suite 600
St. Louis, MO 63105
Attn: David Richardson

SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT

THIS SECOND AMENDMENT TO REDEVELOPMENT AGREEMENT (this “Second Amendment”) is made and entered into as of the ___ day of _____, 20___, by and between **THE CITY OF ST. LOUIS, MISSOURI** (the “City”), a city and political subdivision duly organized and existing under its charter and the Constitution and laws of the State of Missouri, **CITY HOSPITAL DEVELOPMENT, L.L.C.**, a limited liability company organized under the laws of the State of Missouri (the “Developer”), and **A.T. STILL UNIVERSITY OF HEALTH SCIENCES**, a nonprofit corporation organized and existing under the laws of the State of Missouri (the “University”). All capitalized terms not otherwise defined herein shall have the meanings set forth in the below-defined Redevelopment Agreement.

RECITALS

A. On July 23, 2003, the Board of Aldermen of the City adopted (a) Ordinance No. 65977 (i) approving the City Hospital TIF Redevelopment Plan (as amended, the “Redevelopment Plan”), (ii) designating the redevelopment area described therein (the “Redevelopment Area”) as a “redevelopment area” as defined in Section 99.805, RSMo., (iii) approving a redevelopment project for the portion of the Redevelopment Area described in the Redevelopment Plan as “RPA 1” (the “RPA 1 Redevelopment Project”), and more particularly described on Exhibit A attached hereto, and (iv) adopting tax increment financing within RPA 1 and (b) Ordinance No 65978 approving a redevelopment agreement related to the RPA 1 Redevelopment Project, which redevelopment agreement was executed by the City and the Developer as of July 27, 2006 (the “Original Redevelopment Agreement”).

B. On July 29, 2003, the Board of Aldermen of the City adopted authorizing the issuance of not to exceed \$4,000,000 plus issuance costs principal amount of tax increment revenue notes associated with the RPA 1 Redevelopment Project (the “Note Ordinance”).

C. On July 21, 2006, the Board of Aldermen of the City adopted Ordinance No. 67242 approving an amendment to the Original Redevelopment Agreement, which was executed by the City and the Developer as of September 21, 2006 (together with the Original Redevelopment Agreement, the “Redevelopment Agreement”).

D. Pursuant to the Note Ordinance, the City has issued its Tax-Exempt Tax Increment Revenue Note (City Hospital RPA1 Project), Series 2007 in the original principal amount of \$2,535,000 (the “Series 2007 Note”) and its Tax-Exempt Tax Increment Revenue Note (City Hospital RPA1 Project), Series 2009 in the original principal amount of \$400,000 (the “Series 2009 Note” and collectively with the Series 2007 Note, the “TIF Notes”), which are payable on a parity basis from tax increment revenues generated in RPA 1.

E. The University desires to develop a teaching dental clinic (the “Project”) within the City Hospital RPA 1 TIF District on real property more particularly described on Exhibit B attached hereto (the “Property”) that it purchased from City Hospital Development Avenue, LLC (“CHDA”), an affiliate of the Developer, pursuant to that certain Purchase and Sale Agreement dated February 28, 2013 by and between the University and CHDA, as amended by that certain

First Amendment to Purchase and Sale Agreement dated June 17, 2013 by and between the University and CHDA (as amended, the “Purchase Agreement”).

F. The University has requested that the City, the Developer and the owners of the TIF Notes amend the Redevelopment Agreement to remove restrictions in Section 7.3.3 of the Redevelopment Agreement that restrict the University’s application to the City for the Project to be exempt from real property taxes in the same manner as if it had been developed outside of the City Hospital RPA 1 TIF District (the “Project Accommodations”).

G. As consideration for the Project Accommodations, the University agrees to make certain payments in lieu of taxes on the terms and conditions herein.

H. On _____, 2014, the Board of Aldermen of the City adopted Ordinance No. _____ approving this Second Amendment and Ordinance No. _____ authorizing the issuance of the Subordinate TIF Notes defined herein (the “Subordinate TIF Note Ordinance”).

I. The Developer wishes to sell and assign, and Buyer wishes to purchase and assume, Developer’s right to the issuance of the Subordinate TIF Notes under the Redevelopment Agreement and the Note Ordinance.

J. The City and the existing holders of the TIF Notes desire to consent to the foregoing.

AGREEMENT

NOW, THEREFORE, in consideration of the premises and promises contained herein and other good and valuable consideration, the adequacy and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Limitation of Restriction on Tax-Exempt Entities.** Section 7.3.3 of the Redevelopment Agreement is hereby amended to exclude the University from the restrictions contained therein, such that no provision of the Redevelopment Agreement shall be construed to restrict the ability of the University, as a nonprofit corporation, to apply for exemption from ad valorem taxes with respect to the proposed teaching dental clinic in RPA 1.

2. **Subordinate TIF Notes.**

a. The parties acknowledge that as of the date hereof, of the \$4,000,000 of tax increment revenue notes authorized by the Note Ordinance, \$2,935,000 has been issued in the form of the TIF Notes, and up to \$1,065,000 plus issuance costs of tax increment revenue notes may still be issued.

b. The University hereby agrees to purchase all of the Developer’s rights, benefits, privileges and obligations in, to and under the Redevelopment Agreement relating solely to the issuance of up to \$1,065,000 plus issuance costs of additional tax increment revenue notes (the “Remaining TIF Note Authority”) from the Developer for the sum of \$875,000 (the “Subordinate TIF Note Fee”). The University shall pay the Subordinate TIF Note Fee to Developer upon the execution and delivery of this Second Amendment by all parties.

Subject to Section 4.d below, if the Subordinate TIF Note Fee is not paid, or if the University defaults in the performance of any other obligation of the University required hereunder, then the exclusion of the University from the restrictions in Section 7.3.3 of the Redevelopment Agreement provided for in Section 1 above shall immediately be deemed void and shall not take effect.

c. Contingent upon the full execution and delivery of this Second Amendment by all parties and University's timely payment to the Developer of the Subordinate TIF Note Fee as provided above, the Developer hereby assigns, conveys, transfers and delivers to the University, and the University acknowledges receipt of and hereby assumes, all of the Developer's rights, benefits, privileges and obligations in, to and under the Redevelopment Agreement, arising from and after the date hereof, as the same relates to the Subordinate TIF Notes, but not otherwise. Except as expressly provided herein, the University is not assuming any other obligations or liabilities of the Developer of any kind or nature, known, unknown, contingent or otherwise, and all such obligations and liabilities not assumed (including, without limitation, the obligations and liabilities of the Developer under the Redevelopment Agreement relating to real property other than the Property) will remain the sole and exclusive responsibility of the Developer.

d. The City acknowledges that it has received from the Developer and approved all documentation, including, without limitation, a Certificate of Substantial Completion and Certificates of Reimbursable Redevelopment Project Costs, that will support the issuance of an additional \$737,000 in tax increment revenue notes. The City further agrees to issue, pursuant to the authority provided in the Subordinate TIF Note Ordinance, a tax increment financing note to the University in the principal amount of \$737,000 that is payable as to principal and interest from tax increment financing revenues generated in RPA 1 on a subordinate basis to the TIF Notes (the "Subordinate TIF Notes") upon satisfaction of the following:

- i. The payment of all fees to be paid to the City pursuant to **Section 5**;
- ii. the payment (or evidence of simultaneous payment) of the Subordinate TIF Note Fee to the Developer; and
- iii. any other information reasonably required from the Developer and the University to complete the issuance of the Subordinate TIF Notes.

e. To the extent necessary, the Redevelopment Agreement is hereby deemed amended to permit the issuance of the Subordinate TIF Notes on the terms and conditions described herein.

f. The University and the Developer hereby agree that upon issuance of the Subordinate TIF Notes, the Remaining TIF Note Authority shall be deemed extinguished and that neither the University, the Developer nor any successor in interest shall have any authority to request that the City issue any additional tax increment revenue notes payable from tax increment financing revenues generated in RPA 1.

3. **Donation to University.** The Developer agrees, upon the issuance of the Subordinate TIF Notes to the University, to make an unrestricted donation of \$10,000 to the University.

4. **Contractual Payments in Lieu of Taxes.**

a. The University agrees to make the following payments in lieu of taxes (the “Contractual PILOTs”):

- i. For calendar year 2014, a Contractual PILOT of \$50,000; and
- ii. For calendar years 2015 through 2026, Contractual PILOTs of \$25,000 annually.

b. Notwithstanding anything to the contrary contained herein, the University’s obligation to pay the Contractual PILOTs set forth above will expire and terminate upon the earlier of (i) payment in full of the TIF Notes, the Subordinate TIF Notes and any other obligations issued pursuant to the Redevelopment Agreement (collectively, the “TIF Obligations”), or (ii) August 21, 2026.

c. The Contractual PILOTs shall be paid to the Comptroller of the City no later than December 31 for calendar years 2014 through 2025 and June 30 for calendar year 2026. The Comptroller shall deposit all Contractual PILOTs in the PILOTs Account of the Revenue Fund (as defined in the Note Ordinance) and apply such Contractual PILOTs in the same manner as other moneys in the PILOTs Account of the Revenue Fund pursuant to **Section 403** of the Note Ordinance (or similar provision of any ordinance that authorizes the issuance of the Subordinate TIF Notes or obligations that will refund any TIF Obligations issued pursuant to the Note Ordinance). Notwithstanding any provision of the Note Ordinance to the contrary, any Contractual PILOTs deposited into the PILOTs Account of the Revenue Fund, but not needed to pay principal of or interest on the TIF Obligations because of such TIF Obligations’ redemption or defeasance in full, shall be refunded to the University.

d. If the University fails to pay any Contractual PILOTs as set forth herein, the City shall notify the University of such failure to pay by certified mail. If the University does not then pay the Contractual PILOT within 30 days of such notice, then the City shall revoke any exemption or abatement granted to the University in connection with the Property and the University shall be deemed to have waived any and all right or ability to claim that ad valorem taxes are not fully due and payable in connection with the Property.

5. **Costs.** The University shall pay the Comptroller for actual costs provided to the Comptroller by Armstrong Teasdale LLP for reasonable attorney fees and by Public Finance Advisors LLC for financial advisor fees in connection with the review of the issuance of the Subordinate TIF Notes, this Second Amendment and related matters, which costs shall be paid at the time required by the City. To the extent not otherwise due and payable pursuant to the first sentence of this Section 5, the University agrees to pay any and all Issuance Costs (as defined in the Redevelopment Agreement) related to the issuance of the Subordinate TIF Notes pursuant to Sections 2.2 and 5.1 of the Redevelopment Agreement (to the extent not already paid by the Developer or other parties in connection with the issuance of the Series 2007 Note and the Series

2009 Note). Simultaneously with the purchase of the Subordinate TIF Notes, the University shall pay the legal costs of the Developer incurred in connection with this Second Amendment and the issuance of the Subordinate TIF Notes in an amount not to exceed \$10,000.

6. **Waiver and Release.** The University and Developer acknowledge that the Purchase Agreement dated contained certain obligations that survived closing on the sale and purchase of the Property. The University and Developer hereby acknowledge and confirm that any and all obligations that either party or their affiliates may have under the Purchase Agreement to utilize best efforts to remove prohibitions that impair the University's ability to apply to the City for property tax abatement and/or exemption have been satisfied and neither party shall have any further obligation or liability arising under the Purchase Agreement relating to such prohibitions from and after the date hereof.

a. The University, and its successors, assigns, successor and related business entities, officers, directors, agents, servants and employees (collectively, "University Related Parties"), do hereby release, acquit and forever discharge Developer, and its successors, assigns, successor and related business entities, officers, directors, agents, servants and employees, including without limitation CHDA (collectively, "Developer Related Parties"), from any and all claims, debts, demands, rights, obligations, damages, and liabilities, known or unknown, and any and all actions, causes of action and suits whatsoever, in law or in equity, whether civil or administrative, which the University or the University Related Parties shall or may have arising from and by reason of any obligations of the parties hereto under the Purchase Agreement to cooperate to remove prohibitions that impair the University's ability to apply to the City of St. Louis for property tax abatement and/or exemption from the beginning of time until the date hereof. The University and the University Related Parties further covenant and agree that they shall not file any claim or suit against Developer and the Developer Related Parties for any matter or by reason of anything whatsoever with regard to any matters related to the parties' obligations under the Purchase Agreement to cooperate to remove prohibitions that impair the University's ability to apply to the City of St. Louis for property tax abatement and/or exemption occurring from the beginning of time until the date hereof. The terms and conditions of this subsection (a) shall survive the expiration or termination of this Second Amendment and shall inure to the benefit and burden of the parties' respective successors and assigns.

b. Developer and the Developer Related Parties, do hereby release, acquit and forever discharge the University and the University Related Parties from any and all claims, debts, demands, rights, obligations, damages, and liabilities, known or unknown, and any and all actions, causes of action and suits whatsoever, in law or in equity, whether civil or administrative, which the Developer or the Developer Related Parties shall or may have arising from and by reason of any obligations of the parties hereto under the Purchase Agreement to cooperate to remove prohibitions that impair the University's ability to apply to the City for property tax abatement and/or exemption from the beginning of time until the date hereof. The Developer and the Developer Related Parties further covenant and agree that they shall not file any claim or suit against the University or the University Related Parties for any matter or by reason of anything whatsoever with regard to any matters related to the parties' obligations under the Purchase Agreement to cooperate to remove prohibitions that impair the University's ability to apply to the City for property tax abatement and/or

exemption occurring from the beginning of time until the date hereof. The terms and conditions of this subsection (b) shall survive the expiration or termination of this Second Amendment and shall inure to the benefit and burden of the parties' respective successors and assigns.

c. The University, the University Related Parties, the Developer and the Developer Related Parties, do hereby release, acquit and forever discharge the City and its successors, assigns, successor and related business entities, officers, directors, agents, servants and employees (collectively, "City Related Parties"), from any and all claims, debts, demands, rights, obligations, damages, and liabilities, known or unknown, and any and all actions, causes of action and suits whatsoever, in law or in equity, whether civil or administrative, which the University, the University Related Parties, the Developer and the Developer Related Parties shall or may have arising from and by reason of anything whatsoever related to the Redevelopment Agreement, as amended hereby, from the beginning of time until the date hereof. The University, the University Related Parties, the Developer and the Developer Related Parties further covenant and agree that they shall not file any claim or suit against the City or the City Related Parties for any matter or by reason of anything whatsoever with regard to any matters related to the Redevelopment Agreement, as amended hereby, occurring from the beginning of time until the date hereof. The terms and conditions of this subsection (c) shall survive the expiration or termination of this Second Amendment and shall inure to the benefit and burden of the parties' respective successors and assigns.

7. **Representations of Authority.** Each of the parties has full corporate and lawful right, power and authority, under current applicable law, to execute and deliver and perform the terms and obligations of this Second Amendment, and all of the foregoing have been or will be duly and validly authorized and approved by all necessary corporate proceedings, findings and actions. Accordingly, this Second Amendment constitutes the legal, valid and binding obligation of the parties hereto, enforceable in accordance with its terms.

8. **Severability.** If any term or provision of this Second Amendment is held to be unenforceable by a court of competent jurisdiction, the remainder shall continue in full force and effect, to the extent the remainder can be given effect without the invalid provision.

9. **Counterparts.** This Second Amendment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

“CITY”

THE CITY OF ST. LOUIS, MISSOURI

By: _____
Francis G. Slay, Mayor

By: _____
Darlene Green, Comptroller

(SEAL)

Attest:

Parrie May, City Register

Approved as to Form:

_____, City Counselor

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this ____ day of _____, 2014, before me appeared Francis G. Slay, to me personally known, who, being by me duly sworn, did say that he is the Mayor of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

STATE OF MISSOURI)
) SS.
CITY OF ST. LOUIS)

On this ____ day of _____, 2014, before me appeared Darlene Green, to me personally known, who, being by me duly sworn, did say that she is the Comptroller of the CITY OF ST. LOUIS, MISSOURI, a political subdivision of the State of Missouri, and that the seal affixed to the foregoing instrument is the seal of said City, and said instrument was signed and sealed in behalf of said City by authority of its Board of Aldermen, and said individual acknowledged said instrument to be the free act and deed of said City.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

“DEVELOPER”

**CITY HOSPITAL DEVELOPMENT,
L.L.C.,**
a Missouri limited liability company

By: _____
Name: _____
Title: _____

STATE OF MISSOURI)
) SS.
_____ OF _____)

On this _____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the _____ of **CITY HOSPITAL DEVELOPMENT, L.L.C.**, a Missouri limited liability company, and that he is authorized to sign the instrument on behalf of said company by authority of its members, and acknowledged to me that he executed the within instrument as said company's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

IN WITNESS WHEREOF, the parties have caused this Second Amendment to be executed in their respective names and caused their respective seals to be affixed thereto, and attested as to the date first above written.

“UNIVERSITY”

A.T. STILL UNIVERSITY OF HEALTH SCIENCES, a Missouri nonprofit corporation

By:

Title: Vice President, Finance & Chief
Financial Officer

STATE OF MISSOURI)
) SS.
COUNTY OF _____)

On this _____ day of _____, 20__, before me appeared _____, to me personally known, who, being by me duly sworn, did say that he is the Vice President, Finance & Chief Financial Officer of A.T. STILL UNIVERSITY OF HEALTH SCIENCES, a Missouri nonprofit corporation, and that he is authorized to sign the instrument on behalf of said corporation by authority of its board of directors, and acknowledged to me that he executed the within instrument as said corporation's free act and deed.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the _____ and State aforesaid, the day and year first above written.

Notary Public

My Commission Expires:

EXHIBIT A

Legal Description of RPA 1

A tract of land being part of City Block 0475 and City Block 1250 and City Block 1251 and City Block 0822 and City Block 1252 of the City of St. Louis, Missouri, and being more particularly described as follows:

Beginning at a point, said point being the intersection of the north right-of-way line of Park Avenue (80' wide) and the west right-of-way line of South 14th Street (80' wide), said point also being the southeastern corner of City Block 0480; thence departing said north right-of-way line of Park Avenue, along said west right-of-way line of said South 14th Street, northwardly, generally, to a point being the western extension of the north right-of-way line of Rutger Street (60' wide); thence eastwardly, generally, across said South 14th Street along said western extension of the north right-of-way line of said Rutger Street to a point being the intersection of the north right-of-way line of said Rutger Street and the east right-of-way line of said South 14th Street, said point also being part of City Block 0475; thence along said north right-of-way line of said Rutger Street, eastwardly, generally, to a point being the intersection of the north right-of-way line of said Rutger Street and the west right-of-way line of South 13th Street (55' wide); thence, northwardly, generally, along said west right-of-way line of said South 13th Street, to a point being the intersection of the north right-of-way line of Hickory Street (55' wide) and the west right-of-way line of said South 13th Street, said point also being the southwestern extremity of property known and numbered 1029 South Tucker Boulevard, Parcel #04750001710, now, or formally owned by Pyramid Construction; thence northwardly, generally, along the west property line of said property to a point being a change in direction of said property line; thence westwardly, generally, along the south property line of said property to a point being the southeastern extremity of property known and numbered 1214 South 14th Street, Parcel #04750000500, now, or formally owned by St. Louis Housing Authority; thence westwardly, generally, along the south property line of said property to a point being the intersection of said property line and the east right-of-way line of said South 14th Street; thence northwardly, generally, along said east right-of-way line of said South 14th Street to a point being the intersection of said east right-of-way line of said South 14th Street and the south right-of-way line of Lasalle Lane (50' wide); thence northwardly, generally, across said Lasalle Lane along said east right-of-way line of said South 14th Street to a point being the intersection of the east right-of-way line of said South 14th Street and the north right-of-way line of said Lasalle Lane; thence along said east right-of-way line of said South 14th Street northwardly, generally, to a point being the intersection of said east right-of-way line of said South 14th Street and the south right-of-way line of Chouteau Avenue (80' wide), said point also being the northwestern corner of City Block 0475; thence along said south right-of-way line of said Chouteau Avenue eastwardly, generally, to a point being the intersection of the south right-of-way line of said Chouteau Avenue and the west right-of-way line of said Lasalle Lane; thence eastwardly, generally, across said Lasalle Lane along said south right-of-way line of said Chouteau Avenue to a point being the intersection of the south right-of-way line of said Chouteau Avenue and the east right-of-way line of said Lasalle Lane; thence along said south right-of-way line of said Chouteau Avenue eastwardly, generally, to a point being the intersection of the south right-of-way line of said Chouteau Avenue and the west right-of-way line of said Tucker Boulevard (100' wide), said point also being the northeastern corner of City Block 0475; thence southwardly, generally, along the west right-of-way line of said Tucker Boulevard to a point being the intersection of the

west right-of-way line of said Tucker Boulevard and the north right-of-way line of said Hickory Street; thence southwardly, generally, across said Hickory Street along said west right-of-way line of said Tucker Boulevard to a point being the intersection of the west right-of-way line of said Tucker Boulevard and the south right-of-way line of said Hickory Street; thence southwestwardly, generally, along said west right-of-way line of said Tucker Boulevard to a point being the intersection of the west right-of-way line of said Tucker Boulevard and the north right-of-way line of said Park Avenue, said point also being the southeastern corner of City Block 0475; thence westwardly, generally, along said north right-of-way line of said Park Avenue to a point being the intersection of the north right-of-way line of said Park Avenue and the east right-of-way line of said South 13th Street; thence westwardly, generally, across said South 13th Street along said north right-of-way line of said Park Avenue to a point being the intersection of the north right-of-way line of said Park Avenue and the west right-of-way line of said South 13th Street; thence westwardly, generally, along said north right-of-way line of said Park Avenue to a point being the intersection of the said north right-of-way line of said Park Avenue and the said east right-of-way line of said South 14th Street, said point also being the southwestern corner of City Block 0475; thence southwardly, generally, across said Park Avenue along said east right-of-way line of said South 14th Street to a point being the intersection of the south right-of-way line of said Park Avenue and the east right-of-way line of said South 14th Street, said point also being the northwestern corner of City Block 410; thence southwestwardly, generally, along said east right-of-way line of said South 14th Street to a point being the intersection of the said east right-of-way line of said South 14th Street and the north right-of-way line of Lafayette Avenue (120' wide), said point also being the southwestern corner of City Block 410; thence westwardly, generally, across said South 14th Street along said north right-of-way line of said Lafayette Avenue to a point being the intersection of the west right-of-way line of said South 14th Street and the north right-of-way line of said Lafayette Avenue, said point also being the southeastern corner of City Block 1252; thence along said north right-of-way line of Lafayette Avenue, North 81 degrees 03 minutes 52 seconds West a distance of 461.84 feet to a point in the east right-of-way line Grattan Street (60' wide); thence along said east right-of-way line of Grattan Street, north 08 degrees 55 minutes 52 seconds east a distance of 140 feet to a point in the South line of vacated Grattan Street (Vacation Ordinance No. 55602); thence along said south line of vacated Grattan Street, North 81 degrees 03 minutes 52 seconds west a distance of 30 feet to a point in the centerline of said vacated Grattan Street; thence along said centerline of vacated Grattan Street, North 08 degrees 55 minutes 52 seconds east a distance of 286.80 feet to a point in the south right-of-way of Carroll Street (60 feet wide); thence northwardly, generally, across said Carroll Street to a point being the intersection of said north right-of-way line of said Carroll Street and the west right-of-way line of said vacated Grattan Street; thence departing said north right-of-way line of Carroll Street, along said west right-of-way line of vacated Grattan Street, north 08 degrees 55 minutes 52 seconds east a distance of 139.49 feet to a point; thence departing said west right-of-way line of vacated Grattan Street, north 17 degrees 28 minutes 24 seconds east a distance of 67.04 feet to a point; thence, north 13 degrees 46 minutes 04 seconds east a distance of 111.73 feet to a point; thence, north 15 degrees 17 minutes 51 seconds east a distance of 90.04 feet to a point; thence north 55 degrees 36 minutes 19 seconds east a distance of 19.44 feet to a point on the south right-of-way of said Park Avenue; thence northwardly, generally, across said Park Avenue to a point being the intersection of the north right-of-way line of said Park Avenue and the east right-of-way line of said Grattan Street, said point also being the southwestern corner of City Block 0480; thence eastwardly,

generally, along said north right-of-way line of said Park Avenue to a point being the intersection of the north right-of-way line of said Park Avenue and the west right-of-way line of Dillon Street; thence eastwardly, generally, across said Dillon Street to a point being the intersection of the north right-of-way line of said Park Avenue and the east right-of-way line of said Dillon Street; thence eastwardly, generally, along said north right-of-way line of said Park Avenue to a point being the intersection of the north right-of-way line of said Park Avenue and the west right-of-way line of said South 14th Street, being the point of beginning.

But excluding from the above described area the following parcels:

Parcel 1: A tract of land being part of City Block 1250 of the City of St. Louis, Missouri, and being more particularly described as follows: Beginning at a point, said point being the southwest Corner of a tract of land conveyed to Land Reutilization Authority of the City of St. Louis by Deed Recorded in Deed Book M992, page 1492 of the St. Louis City Recorder's Office, said point also being the intersection of the north right of way line of Carroll Street (60' wide) and the east right of way line of Dillon Street (60' wide); thence departing said north right-of-way line of Carroll Street, along said east right-of-way line of Dillon Street, north 08 degrees 55 minutes 52 seconds east a distance of 164.45 to a point; thence departing said east right of way line of Dillon Street, South 75 degrees 26 minutes 28 seconds east a distance of 187.88 feet to a point; thence, south 81 degrees 06 minutes 13 seconds east a distance of 104.31 feet to a point on the centerline of vacated St. Ange Avenue (60' wide), vacated by Ordinance 50248; thence along said centerline of vacated St. Ange Avenue south 08 degrees 55 minutes 52 seconds west a distance of 145.91 feet to a point on said north right-of-way line of Carroll Street; thence departing said centerline of vacated St. Ange Avenue, along said north right-of-way line of Carroll Street north 81 degrees 06 minutes 13 seconds west a distance of 291.29 feet to a point, being the point of Beginning.

Parcel 2: A tract of land being part of the City of St. Louis, Missouri, and being more particularly described as follows: C. B. 822 14TH ST; 121.85 FT / 148 FT X 139.94 FT / IRREG;U S 2017,2972,3123 & 1/2 OF VAC. STREET; BND N-20.27 FT S OF PARK AVE (Also known as 1401 S 14TH ST, Parcel 08220000200, now, or formally owned by PAROCHIAL TRUST FUND OF THE).

Parcel 3: A tract of land being part of the City of St. Louis, Missouri, and being more particularly described as follows: C.B. 1252 LAFAYETTE AVE; THE GEORGIAN CONDOMINIUMS; RESERVED FOR DEVELOPMENT; BTO SEE 1252 00 00100 (Also known as 1515 LAFAYETTE AV, Parcel 12520000530, now or formally owned by CITY HOSPITAL DEVELOPMENT LLC).

Said description includes all properties within the described area on record with the St. Louis City Recorder's Office

EXHIBIT B

Legal Description of the Property

Lot 1-A of the Subdivision of Lot 1 of Carroll-Dillon Boundary Adjustment Plat, according to the plat thereof recorded in Book 09062013 page 122 and in City Blocks 1251 of the St. Louis City Records.